

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE 16	PAGE OF PAGES 1   6	
2. AMENDMENT/MODIFICATION NO. 27		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Page 3 - 6
6. ISSUED BY PS21 Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS21-MDP	7. ADMINISTERED BY (If other than Item 6) MSFC Admin: PS21-MDP/Kimberly S. Carson 256-544-0609 Kimberly.S.Carson@nasa.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Jacobs Technology, Inc. c/o 600 William Northern Blvd Jacobs Technology, Inc. Tullahoma, TN 37388 MSFC Group 1525 Perimeter Parkway Suite 330 Huntsville, AL 35806		(✓)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM05AB50C	
CODE CAGE : 07486		VENDOR CODE 100028	10B. DATED (SEE ITEM 13) 09/28/2005	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Page 3 - 8

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority ) Mutual Agreement of the Parties, Changes Clause, and Limitation of Funds 52.232-22

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**See Page 2 for Description**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) James M. Shelton Financial/Business Operations Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kimberly S. Carson Contracting Officer	
15B. CONTRACTOR/OFFEROR  /s/ Original Signed by James M. Shelton (Signature of person authorized to sign)	15C. DATE SIGNED 03/30/2007	16B. UNITED STATES OF AMERICA BY /s/ Original Signed by Kimberly S. Carson (Signature of Contracting Officer)	16C. DATE SIGNED 04/02/2007

	MAXIMUM QUANTITY REMAINING			TASK ORDER CUMULATION					Total	Total
	Estimated	Potential	Potential	Estimated	Max Potential	Earned	Max Potential	Earned		
	Cost	Perf. Fee	Award Fee	Cost	Performance Fee	Performance Fee	Award Fee	Award Fee	Value	Allotted
Previous	\$135,595,096	\$8,113,221	\$5,408,814	\$64,404,904	\$1,255,584	\$1,952,146	\$837,056	\$1,343,909	\$67,700,959	\$179,123,497
This Mod	0	0	0	0	0	0	0	0	0	16,856,787
New Total	\$135,595,096	\$8,113,221	\$5,408,814	\$64,404,904	\$0	\$1,952,146	\$0	\$1,343,909	\$67,700,959	\$195,980,284

Description of Modification

The purpose of this modification is to provide \$16,856,787 in incremental funding, pursuant to Clause 52.232-22, Limitation of Funds and to incorporate/revise the following contract clauses pursuant to the Changes clause and Mutual Agreement: Add clause H.20 (H.23) Advanced Agreement – Rights in Data and revise clause I.1, Part A with the addition of FAR Clause 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement and the revised FAR Clause 52.227-14, Rights In Data-General-As modified by NASA FAR Supplement (NFS) 1852.227-14 (Alt. 1 and II). Accordingly, the contract is changed in the following particulars:

1. Clause B.4 CONTRACT FUNDING, funding is hereby increased in the amount of \$16,856,787 from 179,123,497 to \$195,980,284. Clause B.4 shown in Mod 26 is hereby deleted in its entirety and the revised Clause B.4, shown on the enclosed replacement page B-4 (Mod 27), is substituted in lieu thereof
2. Clause H.20 ADVANCED AGREEMENT – RIGHTS IN DATA, an addition to page H-20 (Mod 22) in the contract, shown in the enclosed replacement pages H-20 thru H-23 (Mod 27) is substituted in lieu thereof.
3. Clause I.1, LISTING OF CLAUSES INCORPORATED BY REFERENCE shown on page I-3 (Mod 15) is hereby deleted in its entirety and the revised clause I.1, shown in the enclosed replacement pages I-3 (Mod 27) is substituted in lieu thereof.
4. In order to reflect the changes resulting from this modification, the page(s) listed below are added or deleted from the contract as shown. In order to indicate the specific area(s) of change, vertical lines are shown in the right margin of the enclosed replacement page(s) across from the revised area(s).

<u>Section</u>	<u>Page(s) Added</u>	<u>Page(s) Deleted</u>
B.4, <u>CONTRACT FUNDING</u>	B-4 (Mod 26)	B-4 (Mod 25)
I.1, <u>LISTING OF CLAUSES</u>	I-3 (Mod 27)	I-3 (Mod 15)

5. All other terms and conditions remain unchanged and in full force and effect.

<b>PR</b>	<b>WBS ELEMENT</b>	<b>COST CENTER</b>	<b>FUND</b>	<b>AMOUNT</b>
4200151492	278083.01.01.03	62VP40	ESAX22006D	(\$46,788)
4200189873	578804.01.08.02	62VP33	ESAX22006D	\$33,950
	644423.06.34.02.08	62VP32	ESAX22007D	\$100,000
	644423.06.34.06.01.08	62VP32	ESAX22007D	\$197,000
	637495.06.02.01.08.01	62VP34	EXCX22006D	\$12,546
	401769.06.03.03.02.07	62VP34	EXCX22007D	\$70,000
	401769.06.08.02.04.02	62VP34	EXCX22007D	\$70,000
	637495.06.02.01.08.01	62VP34	EXCX22007D	\$200,000
	132438.01.10.01	62VP40	ESAX22007D	\$50,000
	656052.04.04.07.02	62VP61	ESAX22006D	\$384,531
4200190441	522632.08.01.01	62EV32	EXCX22007D	\$122,000
	522632.08.01.01	62EV31	EXCX22007D	\$85,000
	524238.08.01.01.03	62EV31	EXCX22007D	\$216,600
	401769.06.03.03.02.07	62EV63	EXCX22007D	\$496
	401769.06.01.01.08	62EV63	EXCX22007D	\$782
	401769.06.01.01.08	62EV34	EXCX22007D	\$60,000
	401769.06.01.02.03	62EV23	EXCX22007D	\$74,000
	644423.06.34.01.08	62EV61	ESAX22007D	\$58,000
	644423.06.34.01.08	62EV61	ESAX22006D	\$32,000
	522094.08.01.01.03.01	62EV22	EXCX22007D	\$196,370
	411672.02.11	62EV13	ESAX22007D	\$39,370
	604746.10.03.08	62EV13	ESAX22007D	\$85,000
	604746.02.06.10.08	62EV12	ESAX22007D	\$75,352
	604746.02.06.06.08	62EV13	ESAX22007D	\$132,903
	604746.01.01.02.15.08	62VP31	ESAX22007D	\$759,400
	411011.01.01.01.02	62EV61	EXCX22007D	\$95,531
	939904.06.08.01	62EV13	EXCX22007D	\$50,000
4200190876	763115.08.04.01.01	62EI51	ESAX22007D	\$58,555
	763115.08.04.01.01	62EI32	ESAX22007D	\$7,352
	763115.08.04.01.01	62EI13	ESAX22007D	\$50,000
	281945.02.03.01.15	62EI63	ESAX22006D	\$4,568
	953033.04.08.01	62VP11	ESAX22006D	\$4,763
	644423.06.02.05.08	62EI13	ESAX22006D	\$25,000
	604746.01.98.08.16	62EI22	ESAX22006D	\$5,000
	604746.02.06.06.08	62EI24	ESAX22007D	\$120,500
	939904.01.08.02	62EI42	EXCX22007D	\$162,000
	604746.04.30.01.08	62EI63	ESAX22006D	\$124,000
4200193412	136905.02.99.01.08	62EM01	ESAX22006D	\$250,000
4200193651	253225.04.01.03.05.02.08	62ER31	ESAX22007D	\$20,000
	522632.08.01.01	62ER50	EXCX22007D	\$150,443

	644423.06.34.03.10.08	62ER50	ESAX22006D	\$235,000
	644423.06.34.03.10.08	62ER50	ESAX22007D	\$95,000
	136905.02.99.02.08.04	62ER42	ESAX22006D	\$20,515
	644423.06.34.03.10.08	62ER43	ESAX22007D	\$15,000
	197009.10.01.01.12	62ER41	EXCX22006D	\$41,797
4200193667	763115.08.04.01.01	62ET01	ESAX22007D	\$180,000
	763115.08.04.01.01	62ET10	ESAX22007D	\$85,118
	401769.06.01.01.05	62ET20	EXCX22007D	\$14,785
	401769.06.03.03.02.07	62ET20	EXCX22007D	\$19,813
	411011.01.01.01.02	62ET20	EXCX22007D	\$20,949
	524238.08.01.01.03	62ET20	EXCX22007D	\$20,453
4200193766	431924.04.01.09	62VP62	ESAX22006D	\$480
	399131.02.01.01.22	62VP62	ESAX22007D	\$30,000
	278083.01.01.03	62VP40	ESAX22007D	\$136,300
4200194427	763115.08.04.01.06	62EM10	ESAX22007D	\$252,000.00
	197009.10.02.01.04	62EM40	EXCX22006D	\$700.00
	524238.08.01.01.03	62EM20	EXCX22006D	\$11,759.00
	522094.08.01.01.03.01	62EM10	EXCX22007D	\$92,000.00
	524238.08.01.01.03	62EM10	EXCX22007D	\$116,150.00
4200194483	136905.01.01.08	62JP02	ESAX22007D	\$533,577
	136905.01.01.08	62JP01	ESAX22007D	\$1,945,957
	136905.02.05.08.06	62EO60	ESAX22007D	\$43,713
	136905.08.01.11	62EM40	ESAX22007D	\$110,810
	136905.08.05.12.07.08	62EM40	ESAX22007D	\$63,957
	136905.08.05.12.02.08	62EM10	ESAX22007D	\$12,182
	136905.08.05.12.01.08	62EM10	ESAX22007D	\$244,614
	136905.08.01.11	62ER43	ESAX22007D	\$80,000
	136905.08.05.05.01.08	62ER42	ESAX22007D	\$32,611
	136905.10.10.80.40.20	62ER42	ESAX22007D	\$32,611
	136905.10.10.80.10.10	62ER42	ESAX22007D	\$32,611
	136905.08.04.01.08.08	62ER42	ESAX22007D	\$20,000
	136905.08.04.01.08.02	62ER42	ESAX22007D	\$35,000
	136905.02.04.08.07	62ER42	ESAX22007D	\$90,144
	136905.10.10.80.40.10	62ER41	ESAX22007D	\$30,624
	136905.08.05.06.01.08	62ER41	ESAX22007D	\$4,307
	136905.08.05.06.01.08	62ER34	ESAX22007D	\$50,011
	136905.08.05.05.01.08	62ER34	ESAX22007D	\$15,809
	136905.02.06.08.01	62JP10	ESAX22007D	\$83,068
	136905.02.05.08.02	62EO60	ESAX22007D	\$20,000
	136905.08.04.01.08.01	62JP50	ESAX22007D	\$141,122
	321878.04.10.01.01	62JP40	ESAX22006D	\$28,588
	136905.08.05.11.01.01.08	62JP30	ESAX22007D	\$99,877
	136905.08.05.08.01.08	62JP30	ESAX22007D	\$34,010
	136905.08.05.05.01.08	62JP30	ESAX22007D	\$21,998

136905.08.05.02.01.08	62JP30	ESAX22007D	\$46,744
136905.08.05.01.08	62JP30	ESAX22007D	\$52,358
136905.10.10.80.50.20.10	62JP10	ESAX22007D	\$205,875
136905.02.08.08.01	62JP10	ESAX22007D	\$108,946
136905.10.10.80.50.50	62JP10	ESAX22007D	\$130,736
136905.10.10.80.50.40	62JP10	ESAX22007D	\$2,000,000
136905.02.01.08.01	62JP10	ESAX22007D	\$24,575
136905.02.07.08.01	62JP10	ESAX22007D	\$24,574
136905.02.02.08.01	62JP10	ESAX22007D	\$68,152
136905.10.20.10	62JP10	ESAX22007D	\$80,393
136905.10.30.10	62JP10	ESAX22007D	\$38,389
136905.02.04.08.01	62JP10	ESAX22007D	\$183,323
136905.02.06.08.02	62EV24	ESAX22007D	\$132,695
136905.08.05.08.01.08	62EV24	ESAX22007D	\$481,539
136905.08.05.08.11.08	62EV23	ESAX22007D	\$38,940
136905.08.05.08.04.08	62EV23	ESAX22007D	\$37,590
136905.08.05.08.02.08	62EV23	ESAX22007D	\$138,973
136905.02.06.08.03	62EV22	ESAX22007D	\$200,000
136905.02.02.08.05	62EV13	ESAX22007D	\$83,721
136905.02.05.08.05	62EV12	ESAX22007D	\$13,408
136905.02.07.08.04	62EV12	ESAX22007D	\$55,847
136905.10.10.50	62EV12	ESAX22007D	\$126,462
136905.02.08.08.02	62EV12	ESAX22007D	\$87,000
136905.02.04.08.03	62EV12	ESAX22007D	\$336,328
136905.02.04.08.02	62EV11	ESAX22007D	\$8,000
136905.02.04.08.11	62EV11	ESAX22007D	\$64,000
136905.02.06.08.05	62EI24	ESAX22007D	\$20,000
136905.08.05.03.02.01.08	62EI13	ESAX22007D	\$13,212
136905.01.01.08	62ED03	ESAX22007D	\$1,934
136905.08.05.12.01.08	62ED03	ESAX22007D	\$2,349
136905.02.04.08.04	62EV31	ESAX22007D	\$200,000
136905.08.05.04.01.08	62ER33	ESAX22007D	\$20,000
136905.08.05.06.01.08	62ER23	ESAX22007D	\$466,470
136905.10.10.80.40.20	62ER23	ESAX22007D	\$73,820
136905.08.05.13.02.01.08	62ER22	ESAX22007D	\$20,000
136905.08.05.13.03.01.08	62ER22	ESAX22007D	\$10,000
136905.08.05.04.01.08	62ER21	ESAX22007D	\$30,000
136905.02.02.08.04	62EV62	ESAX22007D	\$56,000
136905.02.02.08.03	62EV62	ESAX22007D	\$36,403
136905.10.10.10.30	62EV61	ESAX22007D	\$36,751
136905.02.01.08.03	62EV61	ESAX22007D	\$250,939
136905.02.01.08.02	62EV61	ESAX22007D	\$219,903
136905.02.01.08.04	62EV61	ESAX22007D	\$220,000
136905.02.04.08.09	62EV42	ESAX22007D	\$30,000
136905.02.04.08.10	62EV42	ESAX22007D	\$19,083
136905.02.04.08.09	62EV41	ESAX22007D	\$71,797
136905.10.30.20.10	62EV35	ESAX22007D	\$98,471
136905.02.04.08.06	62EV33	ESAX22007D	\$522,049

	136905.02.04.08.05	62EV32	ESAX22007D	\$104,476
4200194730	981155.11.06.08	62ED03	EXCX22007D	\$58,711
	981155.11.05.08	62ED03	EXCX22007D	\$1
	981155.02.08	62ED03	EXCX22007D	\$5,000
	524238.08.01.01.03	62MP31	EXCX22007D	\$95,406
	411672.06.04.01	62VP50	ESAX22007D	\$23,000
	953033.04.08.01	62VP11	ESAX22006D	\$16,000
	979099.02.99.01.01.02	62VP50	ESAX22006D	\$4,895
	415113.01.01	62VP50	ESAX22006D	\$2,439
	378710.05.02	62VP50	ESAX22006D	\$2,370
	397424.07.02.03.09	62VP50	ESAX22006D	\$496
	354171.01.03.02	62VP53	ESAX22007D	\$20,000
	581291.01.01.02.01	62VP53	ESAX22006D	\$5,000
				\$16,856,787

- (3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts, as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.
- (4) Provisional award fee payments will not be made prior to the first award fee determination by the Government.
- (g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of Clause)

**B.4 CONTRACT FUNDING (1852.232-81) (JUN 1990)**

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$195,980,284. This allotment is for Engineering, Science & Technical Services and covers the following estimated period of performance: contract award through September 28, 2007.

- (b) Recapitulation of funding is as follows:

	Previous	This Action	Total
Total Sum Allotted:	\$179,123,497	\$16,856,787	\$195,980,284

(End of Clause)

- On an annual basis, the Contracting Officer will apply contract incentives/recognition or consequences based on the average quarterly scores. The Contracting Officer will make a determination on a quarterly basis for items requested in paragraph 6 that are not reported. (Also, see paragraph 7 below.)

The evaluation process will use the Safety Health Management Implementation Guide and Assessment Matrix at Attachment 1.

- 6. Safety Metric Reporting.** The Contractor shall utilize MSFC Form 4371 to submit, on a monthly basis, information on all personnel and property mishaps that meet the criteria of a NASA Recordable Mishap (NPG 8621.1). Close calls and minor cases, including first aid and non-injury cases, shall be reported when there is a potential lessons learned or when action needs to be taken to prevent more serious damage, loss, or personal injury, (including communication of the incident to promote employee awareness). The report shall also include total hours worked and the number of safety inspections and safety meetings conducted during the month.

The Contractor shall also utilize NASA Form 1627 to include details of any mishap, results of the investigation, and the corrective action plan.

- 7. Failure to Report.** If the Contractor fails to report the items in paragraph 6 above in accordance with this contract, an amount of \$1,000 will be deducted for each occurrence of failure to report the required data.

(End of Clause)

## **H. 20 ADVANCED AGREEMENT – RIGHTS IN DATA**

The following constitutes an advanced agreement between the Government and Sverdrup Technology Inc. (the “Contractor”) pertaining to technical data and computer software delivered under this contract (Task Order No. 45-010007) and provided by (b)(4), a subcontractor and pertaining to the interpretation of FAR 52.227-14 RIGHTS IN DATA – GENERAL, Alternates II and III.

(a) The following technical data and computer software shall be delivered to the Government with unlimited rights.

(1) With the exception of the Honeywell Power Supply, all design, qualification, and acceptance data related to the Ascent Thrust Vector Control (ATVC) (to include but not limited to drawings, schematics, models, analyses, plans, reliability predictions, and qualification/verification/validation documentation).

- (2) Guidance, Navigation, and Control (GN&C) Software Module based upon NASA's algorithms.
- (3) Flight test data collected prior to and during flight of the Ares I-1 Flight Test Vehicle (FTV) as reported in DRD No. 4501OP-AUFD.
- (4) Ares I-1 unique (*i.e.*, not part of Atlas) cable design.
- (5) Developmental Flight Instrumentation (DFI) system architecture design, system test, and system acceptance data.
- (6) Video system architecture design, system test, and system acceptance data.
- (7) Ares I-1 Mini GC3 system design, system test, and system acceptance data.

(b) To the extent necessary to comply with a Data Requirement (DR) or the Statement of Work, the Contractor may deliver limited rights data or restricted computer software to the Government in accordance with FAR 52.227-14 RIGHTS IN DATA – GENERAL, Alternates II and III. The following limited rights notice and restricted rights notice shall be applicable to limited rights data and restricted computer software, respectively, delivered under the contract.

#### **Limited Rights Notice**

(a) These data are submitted with limited rights under Government Contract No. NNM05AB50C, Task Order No. 45-010007, Subcontract No. SVT06-105. These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against any further use and disclosure:

(1) In accordance with NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION, review by support service contractors for the evaluation of the Contractor's performance under Task Order No. 45-010007, Contract No. NNM05AB50C.

(2) In accordance with NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION, evaluation by non-government evaluators for the

evaluation of the Contractor's performance under Task Order No. 45-010007, Contract No. NNM05AB50C.

(b) The Government further agrees to limit its use of these data to evaluation of the Contractor's performance under Task Order No. 45-010007, Contract No. NNM05AB50C.

This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of Notice)

### **Restricted Rights Notice**

(a) This computer software is submitted with restricted rights under Government Contract No. NNM05AB50C, Task Order No. 45-010007. It may not be used, reproduced, reverse engineered, or disclosed by the Government except as provided in paragraph (b) of this Notice.

(b) Contractor grants to the Government a restricted right to use this computer software required to be delivered or made available for use in performance of the Contract for the sole purpose of the evaluation of the Contractor's performance under Task Order No. 45-010007, Contract No. NNM05AB50C, notwithstanding any other provision. The Government may disclose this software outside the Government for the following purposes, if any; provided that the Government makes such disclosure under conditions of confidentiality and is subject to prohibition against any further use and disclosure:

(1) In accordance with NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION, review by support service contractors for the evaluation of the Contractor's performance under Task Order No. 45-010007, Contract No. NNM05AB50C.

(2) In accordance with NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION, review by non-government evaluators for the evaluation of the Contractor's performance under Task Order No. 45-010007, Contract No. NNM05AB50C.

This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of Notice)

(c) The parties anticipate that modifications to limited rights data and restricted computer software will be made in the performance of the contract. A minor modification shall be as defined in connection with the definition of “commercial item” under FAR 2.101(b). In accordance with FAR 52.227-14 (g)(2) and (g)(3)(i), the Government agrees that the Contractor may use limited rights data and restricted computer software when delivering data to the Government.

(d) With respect to technical data and computer software delivered under the contract, the Contractor agrees not to intermingle limited rights data and/or restricted computer software with data having unlimited rights, except to the extent the Contractor clearly marks such data with the Limited Rights Notice and/or the Restricted Rights Notice, as appropriate, on a page-by-page basis.

(End of Clause)

**[END OF SECTION]**

Number	Clause Title	Date
52.223-5	Pollution Prevention and Right-to-Know Information (Alternate II)	Aug 2003
52.223-6	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	Aug 2000
52.223-12	Refrigeration Equipment and Air Conditioners	May 1995
52.223-14	Toxic Chemical Release Reporting	Aug 2003
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.225-13	Restrictions on Certain Foreign Purchases	Dec 2003
52.225-16	Sanctioned European Union Country Services	Feb 2000
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.227-14	Rights In Data-General-As modified by NASA FAR Supplement (NFS) 1852.227-14 (Alt. 1 and II)	Oct 1995
52.227-16	Additional Data Requirements	Jun 1987
52.228-7	Insurance-Liability To Third Persons	Mar 1996
52.230-2	Cost Accounting Standards	Apr 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	Apr 1998
52.230-6	Administration Of Cost Accounting Services	Apr 2005
52.232-9	Limitation On Withholding Of Payments	Apr 1984
52.232-17	Interest	Jun 1996
52.232-19	Availability of Funds for the Next Fiscal Year "September 30, 2006"	Apr 1984
52.232-22	Limitation Of Funds	Apr 1984
52.232-23	Assignment Of Claims	Jan 1986
52.232-24	Prohibition Of Assignment Of Claims	Jan 1986
52.232-25	Prompt Payment	Oct 2003
52.232-25	Prompt Payment (Alternate I)	Feb 2002
52.232-33	Payment By Electronic Funds Transfer- Central Contractor Registration	Oct 2003
52.232-34	Payment By Electronic Funds Transfer- Other Than Central Contractor Registration	May 1999
52.232-35	Designation Of Office For Government Receipt Of Electronic Funds Transfer Information	May 1999
52.233-1	Disputes	Jul 2002
52.233-1	Disputes (Alternate I)	Dec 1991
52.233-3	Protest After Award	Aug 1996
52.233-3	Protest After Award (Alternate I)	Jun 1985
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	Apr 1984
52.237-3	Continuity of Services	Jan 1991
52.239-1	Privacy Or Security Safeguards	Aug 1996
52.242-1	Notice Of Intent To Disallow Costs	Apr 1984
52.242-3	Penalties For Unallowable Costs	May 2001